

Communications Site Lease Agreement
Between
T-MOBILE WEST, LLC AND THE CITY OF SALINAS
30 Mortensen Avenue, Salinas, California 93905 identified as APN: 003-863-036 at the
Salinas Municipal Airport

Amendment No. 1

This Amendment No. 1 to the Communications Site Lease Agreement is entered into this 1st day of July 2025 by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” (the “City”) and T-Mobile West, LLC, a Delaware limited liability company, successor in interest to Pacific Bell Mobile Services, a California Corporation hereinafter referred to as “Lessee,” both of which are sometimes collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, on July 9, 1996, the Parties entered into a Lease Agreement for Lessee’s use of the antennas on the rotating beacon for the purpose of providing mobile/wireless communications services, including limitation, the transmission and the reception of radio communications signals on various frequencies and the construction, maintenance and operation of related communications facilities, among other related programs and services (the “Original Lease Agreement”); and

WHEREAS, the Original Lease Agreement had a 25-year term with option(s) to extend the term for an additional 30 day period prior to the expiration of the first five year Term or any Renewal Term; and

WHEREAS, Lessee exercised its option to extend the term for an additional 20 years and the extension period ends on July 8, 2026; and

WHEREAS, the Parties desire to further extend the Original Lease Agreement on the amended terms and conditions set forth herein.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth in the Original Lease Agreement and this Amendment No. 1, the Parties agree to extend the term of the Original Lease Agreement and to amend the Original Lease Agreement, as follows:

TERMS

1. Renewal Term. The term of the Original Lease Agreement shall be further extended for an additional term of five (5) years each commencing as of July 9, 2026 (“Effective Date”) and continuing through July 9, 2031 (the “Renewal Term”). The Renewal Term will automatically be extended for an additional 5 years unless the Tenant gives a written notice of its decision not to exercise any option(s) to Owner Ninety (90) days before expiration of the then current term, Section 4. The City Manager, Mayor, or his designee, is authorized to approve an extension of the Renewal Term on behalf of the City.

2. Rent. Commencing on the Effective Date of the Renewal Term and continuing through expiration of the Renewal Term or Extended Renewal Term, or earlier termination thereof, Lessee agrees to pay to the City as rent shall continue to escalate by the Consumer Price Index on the Rental Adjustment Dates plus 1% per the terms of the lease at the Rental Adjustment Date set forth in Section B – Rent, Subsection 2 – Rental Adjustment Date, on the lease for use of the antennas on the rotating beacon.

3. Miscellaneous Section 22, Subsection C is amended to the following:

City and Tenant’s Notice Address: City and Lessee notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to City and Lessee:

T-Mobile USA, Inc.

12920 S.E. 38th Street

Bellevue, WA 98006

Attn.: Lease Compliance

Site No. SF05823A

If to City:

Salinas Municipal Airport City of Salinas

342 Airport Boulevard

Salinas, CA 93905

matthewne@ci.salinass.ca.us

4. Original Lease Agreement. All of the covenants, terms, and conditions of the Original Lease Agreement not otherwise changed or amended in this Amendment No. 1 shall remain in full force and effect as originally written and shall be incorporated into this Amendment No. 1 by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Lessee have entered into this Amendment No. 1 as of the date first written above.

SIGNATURES ON NEXT PAGE

CITY OF SALINAS

Rene Mendez, City Manager

APPROVED AS TO FORM:

-
- ☐ Christopher A. Callihan, City Attorney or
☐ Rhonda Combs, Assistant City Attorney

ATTEST:

Patricia M. Barajas, City Clerk

T-Mobile West, LLC, [INSERT LESSEE NAME]

By
Its